



MACKINTOSH BRADLEY & PRICE
INCORPORATING THE PRACTICE OF J L WOODWARD

TERMS OF ENGAGEMENT

4 March 2010

1. Fees

1.1. We will charge a fee which is fair and reasonable for the service provided having regard to your interests and our interests. In determining the fee, the following will be taken into account:

- the time and labour expended (at the present time our partners' time is charged at \$320 per hour plus GST and other staff have different rates but there are no additional charges for secretarial, word processing and similar services).
- the skill, specialised knowledge, and responsibility required to perform the services properly.
- the importance of the matter to you and the results achieved.
- the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you.
- the degree of risk assumed by us in undertaking the services including the amount or value of the property involved.
- the complexity of the matter and the difficulty or novelty of the questions involved.
- the experience, reputation and ability of the members of our firm working on your matter.
- the possibility that the acceptance of the particular instructions will preclude engagement of us by other clients.
- whether the fee is fixed or conditional.
- any quote or estimate of fees given by us.
- any fee agreement entered into between you and us.
- the reasonable costs of running our firm.

- the fee customarily charged in the market and locality for work similar to yours.

- 1.2. Unless otherwise stated all fees are plus GST.
- 1.3. Out of pocket expenses such as search and registration fees, valuation fees, tolls, faxes and photocopying will be an extra charge.
- 1.4. We will provide an estimate upon request. If that estimate is likely to be exceeded we shall let you know as soon as possible.
- 1.5. There are other methods of charging which suit certain types of work and we shall discuss those with you where they are appropriate.
- 1.6. All work done by us is charged on a fees basis apart from a commission of 5% which is taken on all interest accruing on funds deposited with our bank through our bulk deposit scheme.

2. Payment of Fees

- 2.1. Our fees are to be paid within 14 days of our account being sent except on conveyancing matters where fees are payable immediately prior to settlement.
- 2.2. Our final account will be sent to you shortly after we have completed your matter.
- 2.3. We do however issue interim accounts where that is appropriate.
- 2.4. You authorise us to deduct our fees and expenses from funds held in our trust account on your behalf upon our issuing an invoice.
- 2.5. We may ask you to pay fees in advance, but in those instances your payment will be held in our trust account and only paid to us by deduction when an account has been forwarded to you.

- 2.6. Out of pocket expenses are to be paid by you immediately upon request but substantial out of pocket expenses will be asked for in advance.
- 2.7. Interest will accrue on unpaid accounts at the rate of 15% per annum as from the due date until payment. Other action to recover unpaid fees may also be taken and the cost of such recovery may be added to the account due by you.
- 2.8. You may be eligible for legal aid if your matter is something that may go to Court. We do not generally work on legally aided matters. If you consider that you may be entitled to legal aid please investigate that yourself with the Legal Services Agency (which may be found on the internet). If you do not raise the matter with us and if we do not then reach agreement to accept legal aid funding, our fees will be rendered on the basis that you are not legally aided. Any work done by us before you receive a legal aid grant is not covered by legal aid.

3. Files and Documents

When your instructions have been completed we shall keep your file for a period of 10 years from completion and then destroy it. You are welcome to uplift your file provided that all fees and expenses have been paid. Please give us reasonable notice before collecting your file should you wish to do so.

4. The Lawyers' Fidelity Fund (the Fund)

This Fund exists to provide compensation of up to \$100,000.00 per claimant for clients who suffer a pecuniary loss in certain circumstances. These circumstances are the theft by a lawyer of money or other valuable property entrusted to that lawyer while they are providing legal services to the public or while they are acting as a solicitor-trustee.

It should be noted though that the Fund will not pay compensation in respect of money instructed to be invested unless they are funds invested in a bank in New Zealand, or in some private loans such as family loans.

If your money has been paid to us with instructions to invest, other than in a bank in New Zealand or in a family loan, it will not be subject to compensation from the Fund.

This is only a short summary of the major provisions in the Lawyers and Conveyancers Act 2006 relating to the Fidelity Fund. If you would like further information please ask us.

5. Limitation of Liability

We do not accept liability for any loss arising from non receipt of any communication including email communications.

6. Right to Terminate your Retainer

You are entitled to terminate your instructions to us upon giving us reasonable notice.

We may terminate the retainer if there is good cause, such as you not providing us with instructions in a sufficiently timely way or in your unwillingness, inability or failure to pay our fee on an agreed basis, or, except in litigation matters, your adopting against our advice a course of action which we believe is highly imprudent, and may be inconsistent with our fundamental obligations as lawyers.

If we terminate the retainer we will give you reasonable notice so that you can arrange alternative representation and we shall give you reasonable assistance to find another lawyer.

Our fees for services reasonably and properly provided to you prior to the termination of retainer shall be paid by you prior to uplifting your records and we may retain copies of your documents and records.

7. Suspension of Service

We reserve the right to stop work on your retainer if interim accounts are not paid on time or a request for information or action remains unsatisfied.

8. If you have a Complaint

We will provide you with a competent, timely service following your instructions, but if you have any complaint at all about our service please raise it with the partner responsible for your matter, or, if you prefer, any other partner in our firm.

If it cannot be resolved immediately to your satisfaction we shall appoint a partner who has not been involved in your matter to deal with it promptly and fairly.

If you are not satisfied with the outcome, you have the right to take the matter up with the New Zealand Law Society which runs a complaints service, and may be contacted at PO Box 5041, Lambton Quay, Wellington 6145.

9. Privacy and Confidentiality

We will treat all information we hold about you as private and confidential and will not disclose any information we hold on your behalf or about you unless we are required to do so by law or where it is necessary to do so to provide our services to you or when requested by you or with your consent.

I/We acknowledge receipt of a copy of these Terms of Engagement and confirm my/our authority for you to deduct your fees and expenses under clause 2.4.

Name: _____ / /